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- SECTION A - SUPPLEMENTAL INFORMATION
1. The purpose of modification P00011 to Delivery Order 0002 on Basic Ordering Agreement W56HZV-05-G-0005 is to change the Inspection and Acceptance points for CLINs 0006AA, 0007AA, and 0008AA from destination to origin. This allows DCMA to better monitor the delivery order. Paragraphs C.53.1, and C.53.3 are deleted and replaced by C.53.1 and C.53.2, C.53.3 is added to allow the contractor to procure 21 each Missile Control Systems, NSN 1430-01-462-8506, P/N 13588703-B from the Government Supply System as the contractor can not procure from subcontractors to meet the required delivery schedule.
 2. Section B, CLINs 0006AA, 0007AA and 0008AA a changed to reflect the Inspection/Acceptance at origin.
 3. Section C, Paragraphs C.53.1 and C.53.3 are deleted and replaced with C.53.1 and C.53.2; and C.53.3 is added to add Missile Control Systems to the items that the contractor can procure from the Government Supply System.
 4. This change does not change the delivery order price.
 5. All other terms and conditions remain in effect.

*** END OF NARRATIVE A 0013 ***

Name of Offeror or Contractor: BAE SYSTEMS LAND & ARMAMENTS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>PRODUCTION QUANTITY</u>	1	LO	\$ 14,672,684.00	\$ 14,672,684.00
	NOUN: M2A2 ODS-E VEHICLES PRON: 727126A372 PRON AMD: 03 ACRN: AB AMS CD: 31102897002				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M2A3 REMAN VEHICLE PRON: 727149A372 PRON AMD: 03 ACRN: AB AMS CD: 31102897002</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	17	EA	\$ 1,999,873.000	\$ 33,997,841.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M3A3 REMAN VEHICLE PRON: 727150A372 PRON AMD: 02 ACRN: AB AMS CD: 31102897002</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	35	EA	\$ 1,999,873.000	\$ 69,995,555.00

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
OPERATION DESERT STORM (ODS) VEHICLES
CLIN 0001AA

C.1 GENERAL REQUIREMENTS

C.1.1 The Contractor shall furnish all supplies and services that are necessary to accomplish this contract for the items set forth in Section B, or elsewhere in the contract. The contractor shall provide all technical support as required to include, but not limited to, assisting manufacturing understanding and interpreting drawings and technical data, Material Review Board actions regarding discrepant materials, liaison with STS Contractor design personnel, and maintaining Technical Data required to manufacture the vehicle systems and equipment under this contract. The Government will provide in a timely manner the materials listed in Attachment 1 - Government Furnished Items, to assist in the build of vehicles and kits required under the contract.

C.1.2 The contractor shall provide failure free vehicles through the hand-off.

C.2 VEHICLE TEARDOWN MIX - STARTING CONFIGURATION

C.2.1 The Government shall provide to the Contractor a mix of A0 or A2 vehicles designated below to be used in the build/remanufacture of Bradley vehicles under this contract. The Contractor is allowed to select the most economical means of determining the start configuration of any vehicle delivered under the contract.

<u>CLIN 0001</u>	<u>CLINs 0004-0006 DELETED PER MOD 8</u>
M2A2 - 50 vehicles	

C.3 ODS VEHICLE REUQUIREMENTS

C.3.1 M2A2 ODS vehicles shall be torn down and remanufactured in accordance with the latest version of RM87T0004-R3 for vehicles built from M2A2 to M2A2 ODS, and the latest version as of date of contract award of RM87T0004-R5 for vehicles built from A2 to A2 ODS, and the latest version as of date of contract award of Specifications for ODS vehicles 19207-12462459. The Performance Specification for M2A2 ODS vehicles is located as Attachment 2 to the contract.

C.3.1.1 The contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for contractor controlled drawings as required for production of the M2A2 ODS vehicles.

C.3.2 M3A2 ODS vehicles shall be remanufactured in accordance with the latest version of RM87T0005-R3 for vehicles built from M2A2 to M2A2 ODS, and the latest version of RM87T0005-R5 for vehicles built from A2 to A2 ODS, and the latest version of the Specifications for ODS vehicles 19207-12462459. The Performance Specification for M3A2 ODS vehicles is Attachment 2 to the contract.

C.3.2.1 The contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for contractor controlled drawings as required for production of the M3A2 ODS vehicles.

C.3.2.2 Used Government-owned Turret Drive Systems (TDS) shall be provided to the Contractor for remanufacture. They are located at the contractor's Fayette County site. The Contractor shall be responsible for shipment of the TDS.

C.3.2.3 Turret Drive System. The Contractor shall remanufacture the Government-owned Turret Drive Systems. The Turret Drive Systems shall be remanufactured into the ODS TDS configuration in accordance with the latest version of the BRADLEY VEHICLE TURRET DRIVE REMANUACTURE PROGRAM A0 to ODS Remanufacture Document #328A5291, created by General Dynamics. A copy of this document is in the possession of both parties.

C.4 ODS KIT REQUIREMENTS:

C.4.1 The contractor shall provide ODS Kits in accordance with the Mod Kit Drawing Packages listed in Exhibit B.

C.4.2 The contractor shall validate all kits to ensure that the parts have not changed due to production/design changes. Any part changes required shall be identified to the Government prior to issuing an order for those parts, and the contractor shall provide the latest configuration of the part.

C.5 COMPONENT CHANGES

C.5.1 In the event the contractor implements any vehicle component form, fit or function changes that affect common kit components, the contractor shall assure that the affected kit parts still meet their intended function. Such changes made solely at the discretion of the contractor shall be made at no additional cost to the Government.

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C.6 PAINT REQUIREMENTS

C.6.1 Bradley ODS vehicles delivered under the contract shall be painted Tan 686, unless the parties agree otherwise.

C.6.2 External kit parts delivered under the contract shall be painted Tan 686, unless the parties agree otherwise.

C.7 VEHICLE SERIALIZATION REQUIREMENTS

C.7.1 The Contractor shall maintain a vehicle serial numbering system as listed below and in accordance with the Contractor's current practice. The contractor shall provide to the Government the new numbers and their corresponding vehicle when the numbers are assigned. The remanufactured vehicles data plates and the existing serial number on the flange final drive/horse collar shall be modified accordingly.

- a. M2A2 ODS sequentially beginning with number 2ADR0537Y
- b. M3A2 ODS sequentially beginning with number 3ADR4026Y

C.8 CLASS I/II OZONE DEPLETING SUBSTANCES (CIODS)

C.8.1 The Contractor is prohibited from using any of the specifications, standards or substances requiring the use of CLASS I or CLASS II Ozone Depleting Substance during the manufacture of vehicles unless a Government certification for use is granted. The following CLASS I/CLASS II Ozone Depleting Substances have been approved for use under this contract. The approval(s) does not waive any other law, regulation, requirement, or criteria relating to the use of the CIODS the contractor may be required to comply with.

- a. Halon 1301

C.9 DATA REQUIREMENTS AND REPORTS

C.9.1 The Contractor shall prepare technical data and/or reports in the format and scope specified in the applicable Data Item Description (DD forms 1664), or as described elsewhere in the contract. The required information shall be furnished to the Government in accordance with the requirements of the Contract Data Requirements List (DD Forms 1423) or as specified in the contract. The Contract Data Requirement Lists (CDRLs) are at Exhibit A.

C.9.2 Contractor Cost Data Reporting. The Contractor shall submit the CCDR in accordance with DOD 5000.2-R and AMCP715-8, Contractor Cost Data Reports (CCDR). The report may be submitted in Contractor format.

C.9.3 All data and reports shall be submitted by e-mail or other electronic means acceptable to the Government. Proprietary data/export control data submitted by the Contractor may be submitted via a computer disk.

C.10 WAIVERS AND/OR DEVIATIONS

C.10.1 Applicable waivers and deviations approved for vehicles, training devices, or kits delivered under the contract are listed at Attachment 4.

C.11 SPECIALTY ENGINEERING-SYSTEM SAFETY PROGRAM

C.11.1 System Safety Program. The Contractor shall maintain a system safety program, in accordance with MIL-STD 882. The Contractor shall maintain a listing of Material Safety Data Sheets identifying all hazardous material required for operating, storing and sustaining the vehicle and its support items. The Contractor shall immediately make the list available to the Government, if requested.

C.12 CONFIGURATION MANAGEMENT

C.12.1 Configuration Management System. The Contractor shall operate and maintain a configuration management (CM) and control system throughout the period of performance of this Contract per United Defense's CM plan. Any change to the CM plan must be reviewed by the Government to ensure that adequate practices are used that are acceptable to the Government's procurement processes. Copies of all changes shall be provided to the PCO in the form of a revised CM plan. If there are discrepancies between the CM Plan and the

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requirements / provisions of this contract, the contract requirements / provisions shall prevail.

C.12.1.1 The Government reserves the right to review contents and verify the accuracy of the Contractor's configuration control system at any time during the Contract.

C.12.2 Product Configuration Identification. All performance/product specifications, product drawings, CAD drawings/models, approved changes, Remanufacture documents, software documentation used for design and production of a vehicle and training devices shall constitute the Product Configuration Identification (PCI) for that system.

C.12.3 Rights to Technical Data. All PCI data created or obtained from this or previous Contracts for use in the performance of the work designated by the Government shall be available with unlimited rights as described in clause 252.227-7013 (Defense Federal Acquisition Regulation). The Government shall have access to such data at all times.

C.12.3.1 Technical data generated for this contract shall be adequate for competitive acquisition. Any changes developed under this contract shall include all activities through incorporation of changes into the drawing package. Deliveries of any drawings/TDPs unless specified otherwise shall be made under the Bradley Systems Technical Support (STS) contract. All new drawings shall be prepared as Computer Aided Design (CAD) drawings.

C.12.3.2 The Contractor shall, to the best of their ability, attempt not to prepare data for components or items for which Government released data exists.

C.12.4 Design Constraints - The PCI baseline for the start of this contract is represented by the following:

- a. The M2A2 ODS baseline shall be represented by drawings RM87T0004-R3, and RM87T0004-R5, released, plus applicable drawings contained in the UDLP Production Drawing List dated 4 September 2003, plus all ECPs and EOs listed in Attachment 5.
- b. The M3A2 ODS baseline shall be represented by drawings RM87T0005-R3, and RM87T0005-R5, released, plus applicable drawings contained in the UDLP production drawings list dated 4 September 2003, plus all ECPs and EOs listed in Attachment 5.

C.12.4.1 For the categories of Contractor-controlled changes set forth below, the Contractor shall provide notification/documentation for approval to the Government. The categories are:

C.12.4.1.1 Replacement of any support item with another item. This constraint applies only to changes affecting interchangeability. Items that fall into this category are:

- a. Repair and Spare Parts
- b. Repair Kits
- c. Tools/Support Equipment/Training Devices

C.12.4.1.2 Changes which impact MANPRINT (Safety, Health Hazards, Soldier Survivability, Human Factors, Personnel, Manpower, Training).

C.12.4.1.3 Changes which impact testability.

C.12.4.1.4 Interface Control Documents and DSESTS LRU test strategy reports.

C.12.4.1.5 Changes in the remanufacture process utilizing a remanufactured part in place of a new part.

C.12.4.2 The Government will provide written notification to the Contractor within twenty (20) working days of a documented submission (notification to approve a change) of its (1) nonconcurrence or (2) an estimated date when a decision will be rendered. If the Government does not respond within the twenty (20) day period, the notification is considered approved.

C.12.5 The Contractor shall coordinate change concurrence with Design Authority for any PCI data not under their custodianship.

C.13 CONTRACT QUALITY SYSTEM/PRODUCT ASSURANCE PROGRAM PLAN

C.13.1 The Contractor shall implement and maintain a Quality System, as defined by the Product Assurance Program Plan (PAPP), that ensures compliance to the contract requirements. A copy of the plan is located as Attachment 6 to the contract. Changes to the plan require Procuring Contracting Officer (PCO) approval. If there are discrepancies between the plan and the requirements/provisions of the contract, the contract requirements shall prevail.

C.13.1.2 Exceptions to the PAPP apply to the UDLP Orlando facility. These exceptions are specified under the Product Assurance Program Plan for United Defense, L.P. Simulation/Training Systems Group, Document no. ORL-PLN-0001 dated 20 January 2004 (Attachment 6-b).

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C.14 HANDOFF REQUIREMENTS

C.14.1 Fielding: The Contractor shall provide fielding support in accordance with their Material Fielding Agreement (MFA) in effect at time of award. Any change to the MFA must be reviewed by the Government to ensure that adequate practices are used that are acceptable to the Government. Copies of all changes shall be sent to the PCO and the ACO in the form of a revised MFA. If there are discrepancies between the MFA and the requirements/provision of this contract, the contract requirements/provisions shall prevail.

C.14.2 Vehicle Acceptance: The Contractor is responsible for providing vehicles meeting the requirements of the performance specification. The final Material Inspection and Receiving Report (DD Form 250) will be signed upon Government acceptance at the fielding or test site. For test vehicles the DD form 250 will be issued following test. The maximum duration of each Follow-on Production Test (FPT) is estimated to be four (4) months and the maximum duration of each Extended Follow-on Production Test (EFPT) is estimated to be eight (8) months. If the tests are not completed within these time frames and no vehicle performance issues have been encountered (reference paragraph C.24), then the DD form 250 will be executed by the PCO prior to completion of the test.

C.14.3 Issuance Date: The Contractor shall continue to support and repair/correct the vehicles through the issuance date and completion of the DD Form 250. On the issuance date, the gaining unit shall be provided access to the vehicle to begin Operator New Equipment Training (OPNET) and complete initial Preventive Maintenance Checks and Services (PMCS), during which time the Contractor shall not be liable for injury to soldiers unless due to negligence on the Contractor's part.

C.14.4 Coordination for facilities, support equipment and any other Government required actions needed by the Contractor to meet the final acceptance of vehicles by the gaining unit will be accomplished jointly by the Contractor and the Government (to include the gaining unit) as an action taken during the normal new material introductory briefing process, which occurs 360, 180, and 90 days prior to the actual handoff.

C.15 STANDARD GFM DISPOSITION INSTRUCTIONS - FAYETTE

C.15.1 The Contractor shall dispose of/ship parts or assemblies/subassemblies in accordance with Attachment 7, Standard GFM Disposition Instructions. The Contractor is authorized to scrap material, which will not be reported through the normal plant clearance procedures and will be sold separately as scrap and proceeds returned to:

Finance and Accounting Division
U.S. Army Tank-automotive and Armaments Command
ATTN: Disbursing Branch (AMSTA-EFD)
Warren, Michigan 48397-5000

C.15.2 The Contractor, in accordance with current maintenance management update, shall prepare DA Forms 2407/407-1 or DA Form 5504 for each remanufactured vehicle and for the application of each modification.

C.15.3 It is recognized by the parties that costs for the packaging, handling and transportation of materials to be shipped (except for items to be scrapped) have been excluded from the price of this contract.

C.16 GOVERNMENT MATERIAL REPORTING

C.16.1 The Contractor, upon receipt of Government owned assets will perform an inventory (with DCMC oversight/guidance) and inspection within ten (10) working days. Contractor shall provide notification of receipt to the Government in Contractor format as guidance, described in DI-MGMT-80389A, and Report of Government Furnished Material, described in DI-L-10331, CDRL A006. These two requirements may be submitted as a single report.

C.16.2 Report of Shipping (Item) and Packaging Discrepancy. This report will be provided to the Government by the Contractor on an as needed basis when GFM is received which does not agree with information on the shipping document, and when vehicles are found to have transportation damage. This report will be in the format described in DID DI-MGMT-80503 and CDRL A004.

C.16.3 A GFM Consumption Report shall be provided in accordance with CDRL A005.

C.17 TRANSPORTATION OF WEAPONS

C.17.1 Solely for purpose of transporting of weapons with the vehicles, the weapons shall be considered Government Furnished Property. The parties to this contract acknowledge that Government owned weapons (25MM guns) are provided to United Defense under this contract for the purpose of remanufacturing the gun to an enhanced configuration. United Defense agrees and acknowledges that the re-manufactured guns shall be treated as a contractor furnished item for all purposes except for vehicle transportation.

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C.18 STORAGE OF MATERIAL FOR THIS and/or FUTURE CONTRACTS

C.18.1 The contractor has acquired at the direction of the Government material listed below due to potential obsolescence of the item/material. The contractor agrees to store these items under this contract and future contracts, until such times as the items are required to support current/future contracts or until such time as the Government gives disposition instructions.

C.18.2 All Contractor acquisition costs including any material costs and/or costs for storage of these items were included in the price of the prime contract the items were acquired under. These prime contracts are listed after the item below. Fee/profit was not included in the negotiated price, therefore the Contractor has the right to include fee for any item used on this contract or future contracts.

C.18.3 The material shall be treated as contractor furnished material when used under any United Defense-US Government prime contracts. The Government reserves the right to take possession of the item(s) at any time. The contractor shall not use the item(s) listed below on this contract or any other contract without expressed written authorization by the PCO for this contract. If such an authorization is made prior to award of a contract, the initial contract price shall include an adjustment for fee. When the authorization is made following an award of a contract, the contract shall be adjusted for an equitable adjustment of the fee.

C.18.4

Quantity	Item	P/N	Contract Acquired Under	Current Accountable Under
a) 700 Each	SIPEX Computer Chip	HS9342B	DAAE07-00-C-M002	DAAE07-01-C-M016
300 Each	SIPEX Computer Chip	HS9342B		DAAE20-02-G-0004

Note: The Government authorizes UDLP to transfer Government Furnished Material (GFM) 300 SIPEX chips (P/N HS9342B) as available from DAAE07-01-C-M016 to Delivery Orders issued against BOA W56HZV-05-G-0005. This transfer will be done at no additional cost to the Government. The Government will provide all Sipex chips or replacement chips as GFM.

b) 2,200 Each	Intel 2MB Flash Memory	12900710/DT28F016SA-100	DAAE07-95-C-X030
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Note: Contractor has authority to use ODS vehicle sets as available under this contract of items (a) and (b) above.

C.19 ENGINES

C.19.1 Contractor Furnished Remanufactured Engines: Used Government owned engines will be provided to the Contractor for remanufacture. The used engines are located at the Contractor's Fayette County, Pennsylvania facility or at the Red River Army Depot (RRAD) facility in Texarkana, TX. The Contractor shall be responsible for any required shipment of engines from these sites.

C.19.1.1 The Contractor shall remanufacture the Government owned 600 HP VT903-600T engines. The engines shall be remanufactured to the latest White Smoke Reduction configuration, with the new spring coupler design, and shall meet performance specifications established by Cummins Engine Company, Incorporated, for the Cummins Recon Engine Program.

C.19.1.2 The Government recognizes that the Contractor has a subcontract for remanufacture of engines. This agreement is a commercial contract. The parties to the contract acknowledge that components used to remanufacture and/or manufacture new engines are exempt from the General Provision of the contract titled "Preference for Domestic Specialty Metals (Alt 1)". The Contractor shall pass through to the Government any engine warranty provided by its subcontractor.

C.20 TRANSMISSIONS

C.20.1 Used Government-owned Transmissions shall be provided to the Contractor for remanufacture. They are located either at the Contractor's Fayette County site, or at RRAD. The Contractor shall be responsible for shipment of the transmissions.

C.20.2 Transmissions. The Contractor shall remanufacture the government owned HMPT 500RX Series Transmissions. The transmissions shall be remanufactured to the HMPT 500-3ECB configuration (PN 12446500) in accordance with the latest version of BRADLEY FIGHTING VEHICLE TRANSMISSION REMANUFACTURE PROGRAM A0 to A3 Remanufacture Document #328A5298 created by General Dynamics. A copy of this document is in the possession of both parties.

C.21 WEAPONS IN EXCESS OF VEHICLE REQUIREMENT

C.21.1 Under the contract, the Government is providing Government-owned 25MM guns for remanufacture to an enhanced configuration. The Government will provide guns in excess of the contract requirement. The excess guns shall act as a float in case the Contractor receives a weapon that is not economical to remanufacture.

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C.22 MEETINGS AND MEETING MINUTES

C.22.1 The Contractor shall be responsible for providing meeting minutes for joint Government-Contractor meetings, such as Joint Program Reviews and Management Reviews. The minutes may be submitted in Contractor format. The Contractor shall provide a copy of the minutes to each attendee, CDRL A003, that provides an electronic address at the meeting. Additional copies shall be provided to the PCO and ACO.

C.23 OBSOLESCENCE

C.23.1 The Contractor shall have sole responsibility for the screening and subsequent replacement and/or redesign of a substitute part/system required due to parts becoming unavailable/obsolete. This shall include all components and parts under this contract to include parts that are common with other systems. This effort is limited to parts availability/obsolescence issues that directly impact the Contractor's ability to build vehicles under this contract and does not include effort to address identified issues that only impact future contracts. The Contractor shall notify the Government of any procurement activity to remedy obsolescence shortages for the period of performance of this contract.

C.24 SYSTEM PERFORMANCE RESPONSIBILITY

C.24.1 The Contractor shall meet all the performance requirements of the system specifications (provided as Attachment 2 for M2ODS/M3ODS. The Government's means of evaluating the vehicle performance will be through the Final Inspection Record (FIR), vehicle control tests, the Follow-on Production Test (FPT) and the Extended Follow-on Production Test (EFPT).

C.24.2 Follow-on Production Testing/Extended Follow-on Production Testing (FPT/EFPT): FPT/EFPT shall be performed on selected vehicles in accordance with Appendix A of the Product Assurance Program Plan. The Contractor is responsible to meet the performance specification and for correcting all critical and systemic shortcomings discovered through these tests.

C.24.3 This clause, C.24, is not applicable to Kits delivered under the contract.

C.24.4 The contractor is authorized to obtain test support/services at DOD rates from MRTFB installations as government furnished services.

C.25 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION

C.25.1 All references in the contract to the submission of written documentation shall mean electronic submission.

C.25.2 This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

C.25.3 In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the Contractor. All binding contractor communication shall be sent from this Contractor e-mail address(es).

C.25.4 Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

C.25.5 Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

C.26 DEMILITARIZATION

C.26.1 Items called out under this contract are classified as military items. Therefore, the following instructions for the disposal of completed or partially completed parts, assemblies, subassemblies, and end items apply. Property (whether title to the property is with the Government or not and including parts, components, subassemblies and assemblies) covered by this contract for which the contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of the contract, but which is manufactured, fabricated, assembled or produced in connection with items covered by this contract will be completely destroyed or mutilated (whichever is prescribed) so as to be nonreclaimable for its original purpose and to preclude the possibility of reconditioning to make it saleable as an implement of war.

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C.26.2 Demilitarization is required in accordance with current demilitarization requirements. These requirements can be obtained through the Federal Logistics Information Service or Fed Log.

C.26.3 Demilitarized items shall be destroyed at the contractor's facility by the contractor. No item demilitarized shall be disposed of by the contractor other than as scrap. If there is a discrepancy between the requirements of this clause and the Standard Disposition Instruction of the contract, this clause shall take precedence.

C.26.4 This clause shall be included in all applicable subcontracts.

C.26.5 Demilitarization items under this contract are as follows:

- a) Profile Gear Final Drives

C.27 BFV VEHICLE IMPROVEMENTS (ODS)

C.27.1 Cargo Hatch Improvement. The contractor shall design and validate a concept to stiffen the Cargo Hatch hinge area to prevent cracking, prepare changes to production documentation, and acquire and install the redesigned parts in production vehicles.

C.27.2 Rear Idler Improvements. The contractor shall design and validate a concept to stiffen the rear left and right idler mounting area to prevent cracking, prepare changes to production documentation, and acquire and install the redesigned parts in production vehicles.

C.28 USE/ACCESS TO GOVERNMENT SUPPLY SYSTEM

C.28.1 Access to the DOD supply system is permitted through the PCO, the TACOM Commodity Business Unit (CBU), or the DOD E-Mall website, as determined by the contractor. However, the Government bears no responsibility for an impact to production resulting from untimely delivery of a part, delivery of the wrong configuration of a part, or delivery of a broken part. The CBU will establish a required delivery date of 10 days from the date the contractor's check is received for a TACOM managed item or items. The contractor will acknowledge receipt of shipments from the supply system within 2 days of the delivery date (notify Mr. John Czoykowski at CzoykowJ@tacom.army.mil). In the event the CBU accepts the check payment for a TACOM managed item but then discovers that it cannot deliver and the contractor is unable to procure the non-delivered item in order to meet production leads (because of vendor time) any delay in delivery is deemed excusable. However, United Defense must make a good faith effort to prevent such delay and disruption. For items ordered through the DOD E-Mall system, delivery dates will be as specified by that system.

C.28.1.2 The contractor shall process Quality Deficiency Reports (QDRs) for all defective items ordered through the CBU and received from the Government Supply System and the Government will investigate accordingly to determine if repair, replacement, or a refund is warranted. When items are rejected and returned to the supply system, the following information should be provided to PM Combat Systems (Mr. John Czoykowski at Czoykow@tacom.army.mil): quantities, document numbers, condition codes, reason the part was returned, depot the parts were returned to, and the dates the items were shipped back. For items ordered through the DOD E-Mall system, disposition and procedures for defective items shall be as specified by that system.

Bradley A3 Vehicle Requirements
CLINs 0007AA and 0008AA

C.29 GENERAL REQUIREMENTS

C.29.1 The Contractor shall furnish all supplies and services that are necessary to accomplish this contract for A3 vehicles as set forth in Section B, or elsewhere in the contract. The contractor shall provide all technical support as required to include, but not limited to, assisting manufacturing understanding and interpreting drawings and technical data, Material Review Board actions regarding discrepant materials, liaison with STS Contractor design personnel, and maintaining Technical Data required to manufacture the vehicle systems and equipment under this contract. The Government will provide in a timely manner the materials listed in Attachment 1 - Government Furnished Items, to assist in the build of A3 vehicles required under this contract.

C.29.2 The contractor shall provide failure free vehicles through the hand-off. (C.14)

C.29.3 It is recognized that there are A3 performance specification requirements for which full compliance has yet to be demonstrated through vehicle testing, but for which full compliance is anticipated. These include the specification requirements listed below. in the event that subsequent testing, if required, fails to demonstrate full compliance, such requirements shall be addressed in future specification notices, deviations, or waivers. In such cases, the contractor shall not be required to provide any consideration to the Government in exchange for processing and approval of these documents.

- a. 3.1.2.2.2.1 External Target Handoff

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C.30. VEHICLE TEARDOWN MIX - STARTING CONFIGURATION

C.30.1 The Government shall provide to the Contractor a mix of M2A2 or M3A2 vehicles designated below to be used in the build/remanufacture of Bradley A3 vehicles under this contract.

M2A3 Vehicles - 17 each
M3A3 Vehicles - 35 each

BRADLEY A3 VEHICLE REQUIREMENTS

C.31 VEHICLE REMANUFACTURE REQUIREMENTS

C.31.1 M2A2 vehicles shall be torn down and manufactured in accordance with the latest version as of contract award of RM87T0010-R2 for vehicles A2 to A3, or RM87T0010-R4 for vehicles A0 to A3, and the latest version of the Performance Specification for Infantry Fighting Vehicle (M2A3) and Cavalry Fighting Vehicle (M3A3) 19207-12465518, Rev C, dated June 17, 2005. The Performance Specification for M2A3 vehicles is Attachment 4 to the contract.

C.31.1.1 The Contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for Contractor controlled drawings as required for production of the M2A3 vehicles.

C.31.2 M3A3 vehicles shall be manufactured in accordance with RM87T0011-R12 for vehicles A2 to A3 and the latest version of the Performance Specification for Infantry Fighting Vehicle (M2A3) and Cavalry Fighting Vehicle (M3A3) 19207-12465518, Revision C, dated June 17, 2005.

C.31.2.1 The contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for contractor controlled drawings as required for production of the M3A3 vehicles.

C.31.3 The contractor shall comply with the interface standards contained on Future Battlefield Combat Brigade and Below (FBCB2) Platform Software Interface Control Document (ICD) JV1F01011, REV E-1 dated 29 April 2002.

C.32 TURRET DRIVE SYSTEM

C.32.1 Used Government-owned Turret Drive Systems (TDS) shall be provided as GFM to the contractor for remanufacture. They are located at the contractor's Fayette County site or at Red River Army Depot (RRAD). The contractor shall be responsible for shipment of the TDS.

C.32.2 Turret Drive System. The contractor shall remanufacture the government owned Turret Drive Systems. The Turret Drive Systems shall be remanufactured into the A3 TDS configuration in accordance with the latest version of BRADLEY FIGHTING VEHICLE TURRET DRIVE REMANUFACTURE PROGRAM A0 to A3 Remanufacture Document #328A5299 created by General Dynamics. A copy of this document is in the possession of both parties. The contractor shall provide new Turret Drive Control Units (TDCUs) PN 12976373.

C.33 A3 ENHANCEMENTS

C.33.1 All vehicles on CLINs 0007 and 0008 shall be delivered with the following enhancements/upgrades:

- a. Transmission EA
- b. Common INU SW/HW Cable Changes
- c. VDMS and Fault Updates
- d. Compatibility Checking
- e. TPU Bit
- f. TPU II
- g. TDCU Redesign
- h. Common INU HW
- i. CMED
- j. Block I CIV
- k. Block I IBAS
- l. Busk Kit
- m. Blue Force Tracking Installation Kit

C.34 PROJECT MANAGEMENT

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C.34.1 RESERVED

C.35 PAINT REQUIREMENTS

C.35.1 Bradley vehicles delivered under the contract shall be painted Tan 686.

C.36 VEHICLE SERIALIZATION REQUIREMENTS

C.36.1 The Contractor shall maintain a vehicle serial numbering system as listed below and in accordance with the Contractor's current practice. The contractor shall provide to the Government the new numbers and their corresponding vehicle when the numbers are assigned. The remanufactured vehicles data plates and the existing vehicle serial number on the flange final drive/horse collar shall be modified accordingly.

- a. M2A3 sequentially beginning with number 2AGR0660Y
- b. M3A3 sequentially beginning with number 3AGR0332Y

C.37 CLASS I/II OZONE DEPLETING SUBSTANCES (CIODS)

C.37.1 The contractor is prohibited from using any of the specifications, standards or substances requiring the use of CLASS I or CLASS II Ozone Depleting Substances during the manufacture of vehicles unless a Government certification for use is granted. The following CLASS I/CLASS II Ozone Depleting Substances have been approved for use under this contract. The approval(s) does not waive any other law, regulation, requirement or criteria relating to the use of the CIODS the Contractor may be required to comply with.

- a. Halon 1301

C.38 DATA REQUIREMENTS AND REPORTS

C.38.1 The Contractor shall prepare technical data and/or reports in the format and scope specified in the applicable Data Item Description (DD forms 1664), or as described elsewhere in the contract. The required information shall be furnished to the Government in accordance with the requirements of the Contract Data Requirements List (DD Forms 1423) or as specified in the contract. The Contract Data Requirement Lists (CDRLs) are at Exhibit A.

C.38.2 All data and reports shall be submitted by e-mail or other electronic means acceptable to the Government. Proprietary data/export control data submitted by the Contractor may be submitted via a computer disk.

C.39 HAZARDOUS MATERIAL MANAGEMENT PROGRAM

C.39.1 The Contractor shall maintain a listing of Material Safety Data Sheets identifying all hazardous material required for operating, storing and sustaining the vehicle and its support items, in accordance with MIL-STD-882. The Contractor shall immediately make the list available to the Government, if requested.

C.40 CONFIGURATION MANAGEMENT

C.40.1 Configuration Management System. The Contractor shall operate and maintain a configuration management (CM) and control system throughout the period of performance of this Contract per United Defense's CM plan. Any change to the CM plan must be reviewed by the Government to ensure that adequate practices are used that are acceptable to the Government's procurement processes. Copies of all changes shall be provided to the PCO in the form of a revised CM plan. If there are discrepancies between the CM Plan and the requirements / provisions of this contract, the contract requirements / provisions shall prevail.

C.40.1.1 The Government reserves the right to review contents and verify the accuracy of the Contractor's configuration control system at any time during the Contract.

C.40.2 Product Configuration Identification. All performance/product specifications, product drawings, CAD drawings/models, approved changes, Remanufacture documents, software documentation used for design and production of a vehicle and training devices shall constitute the Product Configuration Identification (PCI) for that system.

C.40.3 Rights to Technical Data. All PCI data created or obtained from this or previous Contracts for use in the performance of the work designated by the Government shall be available with unlimited rights as described in clause 252.227-7013 (Defense Federal

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Acquisition Regulation). The Government shall have access to such data at all times.

C.40.3.1 Technical data generated for this contract shall be adequate for competitive acquisition. Any changes developed under this contract shall include all activities through incorporation of changes into the drawing package. Deliveries of any drawings/TDPs unless specified otherwise shall be made under the Bradley Systems Technical Support (STS) contract. All new drawings shall be prepared as Computer Aided Design (CAD) drawings.

C.40.3.2 The Contractor shall not, to the best of their ability, attempt to prepare data for components or items for which Government released data exists.

C.40.4 Design Constraints. The PCI baseline for the start of this contract is represented by the following:

a. The M2A3/M3A3 baseline shall be represented by the latest revision as of contract award of drawing RM87T0010, plus applicable drawings contained in the latest version of the BAE Systems Production Drawing List, plus all ECPs and EOS listed in Attachment 5.

C.40.4.1 For the categories of Contractor-controlled changes set forth below, the Contractor shall provide notification/documentation for approval to the Government. The categories are:

C.40.4.1.1 Replacement of any support item with another item. This constraint applies only to changes affecting interchangeability. Items that fall into this category are:

- a. Repair and Spare Parts
- b. Repair Kits
- c. Tools/Support Equipment/Training Devices

C.40.4.1.2 Changes which impact MANPRINT (Safety, Health Hazards, Soldier Survivability, Human Factors, Personnel, Manpower, Training).

C.40.4.1.3 Changes which impact testability.

C.40.4.1.4 Interface Control Documents and DSESTS LRU test strategy reports. DSESTS LRU test strategy reports required for A3 only.

C.40.4.1.5 Changes in the remanufacture process utilizing a remanufactured part in place of a new part.

C.40.4.2 The Government will provide written notification to the Contractor within twenty (20) working days of a documented submission (notification to approve a change) of its (1) nonconcurrence or (2) an estimated date when a decision will be rendered. If the Government does not respond within the twenty (20) day period, the notification is considered approved.

C.40.5 The Contractor shall coordinate change concurrence with Design Authority for any PCI data not under their custodianship.

C.41 CONTRACT QUALITY SYSTEM/PRODUCT ASSURANCE PROGRAM PLAN

C.41.1 The Contractor shall implement and maintain a Quality System, as defined by the Product Assurance Program Plan (PAPP) (Attachment 5) dated 8 March 2006, that ensures compliance to the contract requirements. Changes to the plan require Procuring Contracting Officer (PCO) approval. If there are discrepancies between the plan and the requirements/provisions of the contract, the contract requirements shall prevail.

C.42 HANDOFF REQUIREMENTS

C.42.1 Fielding. The contractor shall provide fielding support in accordance with their Material Fielding Agreement (MFA) in effect at time of award. Any changes to the MFA must be reviewed by the Government to ensure that adequate practices are used that are acceptable to the Government. Copies of all changes shall be sent to the PCO and the ACO in the form of a revised MFA. If there are discrepancies between the MFA and the requirements/provision of this contract, the contract requirements/provisions shall prevail.

C.42.2 Vehicle Acceptance. The contractor is responsible for providing vehicles meeting the requirements of the performance specification. The final Material Inspection and Receiving Report (DD Form 250) will be signed upon Government acceptance at the fielding or test site. For test vehicles, the DD Form 250 will be issued following test. The maximum duration of each Follow-on Production Test (FPT) is estimated to be four (4) months and the maximum duration of each Extended Follow-on Production Test (EFPT) is estimated to be eight (8) months. If the tests are not completed within these timeframes and no vehicle performance issues have been encountered (reference paragraph C.23), then the DD Form 250 will be executed by the PCO prior to completion of the test.

C.42.3 Issuance Date. The contractor shall continue to support and repair/correct the vehicle through the issuance date. On the issuance date, the gaining unit shall be provided access to the vehicle to begin Operator New Equipment Training (OPNET) and complete

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initial Preventive Maintenance Checks and Services (PMCS), during which time the Contractor shall not be liable for injury to soldiers unless due to negligence on the Contractor's part.

C.42.4 Coordination for facilities, support equipment and any other Government required actions needed by the Contractor to meet the final acceptance of vehicles by the gaining unit will be accomplished jointly by the Contractor and the Government (to include the gaining unit) as an action taken during the normal new material introductory briefing process, which occurs 360, 180, and 90 days prior to the actual handoff.

C.43 STANDARD GFM DISPOSITION INSTRUCTIONS - FAYETTE

C.43.1 The contractor shall dispose of/ship parts or assemblies/subassemblies in accordance with the Standard GFM Disposition Instructions (Attachment 3). The contractor is authorized to scrap material, which will not be reported through the normal plant clearance procedures and will be sold separately as scrap and proceeds returned to:

Finance and Accounting Division
U.S. Army Tank-automotive and Armaments Command
ATTN: Disbursing Branch (AMSTA-EFD)
Warren, Michigan 48397-5000

C.43.2 The contractor, in accordance with current maintenance management update, shall prepare DA Form 2407/407-1 or DA Form 5504 for each remanufactured vehicle and for the application of each modification.

C.43.3 It is recognized by the parties that costs for the packaging, handling and transportation of materials to be shipped listed in accordance with the Standard GFM Disposition Instructions (except for items to be scrapped) have been excluded from the price of this contract.

C.44 GOVERNMENT MATERIAL REPORTING

C.44.1 The contractor, upon receipt of Government owned assets will perform an inventory (with DCMC oversight/guidance) and inspection within ten (10) working days. Contractor shall provide notification of receipt to the Government in Contractor format as guidance, described in DI-MGMT-80389A, and Report of Government Furnished Material, described in DI-L-10331, CDRL A006. These two requirements may be submitted as a single report.

C.44.2 Report of Shipping (Item) and Packaging Discrepancy. This report will be provided to the Government by the Contractor on an as needed basis when GFM is received which does not agree with information on the shipping document, and when vehicles are found to have transportation damage. This report will be in the format described in DID DI-MGMT-80503 and CDRL A004.

C.44.3 A GFM Consumption Report shall be provided in accordance with CDRL A005.

C.45 TRANSPORTATION OF WEAPONS

C.45.1 Solely for purpose of transporting of weapons with the vehicles, the weapons shall be considered Government Furnished Property. The parties to this contract acknowledge that Government owned weapons (25MM guns) are provided to BAE Systems under this contract for the purpose of remanufacturing the gun to an enhanced configuration. BAE Systems agrees and acknowledges that the re-manufactured guns shall be treated as a contractor furnished item for all purposes except for vehicle transportation.

C.46 STORAGE OF MATERIAL FOR THIS and/or FUTURE CONTRACTS

C.46.1 The contractor has acquired at the direction of the Government the material listed in Attachmennt 7 due to potential obsolescence of the item/material. The contractor agrees to store these items under this contract and the FY07 contract, until such time as the items are required or until such time as the Government gives disposition instructions.

C.47 ENGINES

C.47.1 Subsequent to the vehicle tear-down, the engines will be remanufactured and reinstalled into the remanufactured vehicles.

C.47.2. The contractor shall remanufacture the Government owned 600 HP VT903-600T engines. The engines shall be remanufactured to the latest White Smoke Reduction configuration, with the new spring coupler design, and shall meet performance specifications established by Cummins Engine Company, Incorporated, for the Cummins Recon Engine Program.

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C.47.2.1 The Government recognizes that the contractor has a subcontract for the remanufacture of engines. This agreement is a commercial contract. The parties to the contract acknowledge that components used to remanufacture and/or manufacture new engines are exempt from the General Provision of the contract entitled "Preference for Domestic Specialty Metals (Alt 1)." The contractor shall pass through to the Government any engine warranty provided by its subcontractor.

C.48 TRANSMISSIONS

C.48.1 Subsequent to vehicle tear-down, the transmissions will be remanufactured and reinstalled into the remanufactured vehicles.

C.48.2 Transmissions. The contractor shall remanufacture the Government-owned HMPT 500 RX Series Transmissions. The transmissions shall be remanufactured in accordance with the National Maintenance Work Requirement (NMWR) 9-2520-281 dated 10 Dec 05 with Change 1 dated 1 Dec 05.

C.49 MEETINGS AND MEETING MINUTES

C.49.1 The contractor shall be responsible for providing meeting minutes for the life of the Delivery Order for joint Government-Contractor meetings, such as Joint Program Reviews and Management Reviews. The minutes may be submitted in Contractor format. The contractor shall provide a copy of the minutes to each attendee, CDRL A003, that provides an electronic address at the meeting. Additional copies shall be provided to the PCO and ACO.

C.50 OBSOLESCENCE

C.50.1 The contractor shall have sole responsibility for the screening and subsequent replacement and or redesign of a substitute part/system required due to parts becoming unavailable/obsolete. This shall include all components and parts under this contract to include parts that are common with other systems. This effort is limited to parts availability/obsolescence issues that directly impact the Contractor's ability to build vehicles under this contract and does not include effort to address identified issues that only impact future contracts. The Contractor shall notify the Government of any procurement activity to remedy obsolescence shortages for the period of this contract.

C.51 SYSTEM PERFORMANCE RESPONSIBILITY

C.51.1 The contractor shall meet all the performance requirements of the A3 System Specification (provided as Attachment 4). The Government's means of evaluating the vehicle performance will be through the Final Inspection Record (FIR), vehicle control tests, the Follow-on Production Test (FPT) and the Extended Follow-on Production Test (EFPT).

C.51.2 Follow-on Production Testing/Extended Follow-on Production Testing (FPT/EFPT). FPT/EFPT shall be performed on selected vehicles in accordance with Appendix A of the Product Assurance Program Plan. The contractor is responsible to meet the performance specification and for correcting all critical and systemic shortcomings discovered through these tests.

C.51.3 The contractor is authorized to obtain test support/services at DOD rates from Government Testing installations as government furnished services.

C.52 DEMILITARIZATION

C.52.1 Items called out under this contract are classified as military items. Therefore, the following instructions for the disposal of completed or partially completed parts, assemblies, subassemblies, and end items apply. Property (whether title to the property is with the Government or not and including parts, components, subassemblies and assemblies) covered by this contract for which the contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of the contract, but which is manufactured, fabricated, assembled or produced in connection with items covered by this contract will be completely destroyed or mutilated (whichever is prescribed) so as to be nonreclaimable for its original purpose and to preclude the possibility of reconditioning to make it saleable as an implement of war.

C.52.2 Demilitarization is required in accordance with current demilitarization requirements. These requirements can be obtained through the Federal Logistics Information Service or Fed Log.

C.52.3 Demilitarized items shall be destroyed at the contractor's facility by the contractor. No item demilitarized shall be disposed of by the contractor other than as scrap. If there is a discrepancy between the requirements of this clause and the Standard Disposition Instruction of the contract, this clause shall take precedence.

C.52.4 This clause shall be included in all applicable subcontracts.

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C.52.5 Demilitarization items under this contract are as follows:

a) Profile Gear Final Drives

C.53 USE/ACCESS TO GOVERNMENT SUPPLY SYSTEM

C.53.1 The Contractor may use the Army Electronic Procurement System (AEPS) for placing/cancelling requisitions and for checking status of the same for this contract. In the event this system is unable to meet the contractor's needs, the Contractor may order through the ILSC (the Management Control Activity (MCA) office or the Item manager). Upon receipt of a Contractor's requisition, the TACOM ILSC will process a valid requisition within five business days after receipt of Contractor's payment for a TACOM-managed item. If the valid requisition is not processed by the ILSC within five business days or if the material is placed on back order without a delivery date promise that meets BAE's requirements, the Contractor will contact the TACOM ILSC prior to canceling outstanding orders and placing an order through the Contractor's internal system.

C.53.2 Payments remitted by BAE for parts orders will be processed by the TACOM AWCDF Directorate, either through (i) MIPR provided by the contracted depot (preferred method), (ii) hard copy checks forwarded through the PCO, or (iii) through Electronic Funds Transfers (EFPs), in the event that an account is set up specifically for orders under this Contract. The Contractor shall submit acknowledgement of receipt of material received, via e-mail message, to the supporting MCA office (TACOMMCA@tacom.army.mil). The notification shall include the following information: NSN, unit of issue; quantity received; document number received; data material received.

C.53.3 The Contractor is hereby authorized to requisition the following item(s) to meet the requirements of this contract:

Item	QTY	P/N	NSN
Missile Control System	21 each	13588703-B	1430-01-462-8506

C.54 "PAYBACK" OF DIVERTED CFM PARTS

C.54.1 The vehicle components listed in Exhibit B were acquired to replace Contractor Furnished Material diverted by the Government for emergency spares requirements.

C.55 RAYTHEON BELRF BORESIGHT RETENTION CLAUSE/WAIVER

C.55.1 The parties agree that the Raytheon BELRF has a known temperature-related performance issue. The Government has issued a waiver in the past allowing an RSS (Az and El) alignment shift of 400 urad across the extremes of operating temperature range. This waiver shall be applied to the Raytheon BELRFs supplied under this (FY07) contract also. The parties agree that BAE Systems accepts no responsibility for this performance shortfall and the current contract does not include any requirement to correct it. The negotiated price assumes that BAE Systems' delivery schedule or prices from the Raytheon BELRF supplier will not be impacted. Any additional costs incurred by BAE Systems due to the failure of Raytheon BELRFs to meet alignment retention over temperature range requirements (e.g. due to unit fallout, rework costs, unit price increases, impact of Raytheon BELRF delivery delays, etc.) will be recognized as a proper basis for equitable adjustment of BAE Systems' contract price.

C.56 DEVIATION FROM DVDB PERFORMANCE SPECIFICATION

C.56.1 The parties agree that a deviation shall be granted under this contract to allow DRS TEM, acting as BAE Systems' subcontractor, to deliver Digital Video Distribution Boxes (DVDBs) that do not meet the following performance characteristics of the Performance Specification:

- a. Nuclear Event Detector, 3.2.2.1.2
- b. Low Temperature, Operational, 3.2.4.2
- c. Vibration, 3.2.4.8
- d. EMI, RE102, 3.2.4.12.5